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BEYER WEAVER & THOMAS LLP			NGUYEN, CUONG H	
P.O. BOX 70250			ART UNIT	PAPER NUMBER
OAKLAND, CA 94612-0250			3661	

DATE MAILED: 06/30/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

<b>Office Action Summary</b>	<b>Application No.</b>	<b>Applicant(s)</b>	V
	09/493,750	OJHA ET AL.	
	<b>Examiner</b>	<b>Art Unit</b>	
	CUONG H. NGUYEN	3661	

**– The MAILING DATE of this communication appears on the cover sheet with the correspondence address –**

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

## Status

1)  Responsive to communication(s) filed on 11 April 2005.

2a)  This action is **FINAL**.                    2b)  This action is non-final.

3)  Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

## **Disposition of Claims**

4)  Claim(s) 1,4 and 6-26 is/are pending in the application.  
4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.

5)  Claim(s) \_\_\_\_\_ is/are allowed.

6)  Claim(s) 1,4,6-26 is/are rejected.

7)  Claim(s) \_\_\_\_\_ is/are objected to.

8)  Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

## Application Papers

9)  The specification is objected to by the Examiner.

10)  The drawing(s) filed on 1/28/03 is/are: a)  accepted or b)  objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)  The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

12)  Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
a)  All b)  Some \* c)  None of:  
1.  Certified copies of the priority documents have been received.  
2.  Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
3.  Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

1)  Notice of References Cited (PTO-892)  
2)  Notice of Draftsperson's Patent Drawing Review (PTO-948)  
3)  Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_

4)  Interview Summary (PTO-413)  
Paper No(s)/Mail Date. \_\_\_\_ .

5)  Notice of Informal Patent Application (PTO-152)

6)  Other: \_\_\_\_ .

## DETAILED ACTION

1. This Office Action is the response to the communication received on 4/11/2005 (the Response).
2. Claims 1, 4, and 6-26 are pending in this application.

### Response to Argument:

3. The examiner submits that Walker et al. teach about online transactions, this may include about stock transactions; Jeffrey Krauss's article teaches an idea of a third party covers a price difference between a buyer and a seller. A model of transaction among a bank (e.g., BANK OF AMERICA, an account holder (MR. A), and a business (MACY'S) meet a method of facilitating transactions (a very BROAD, and old field) on Internet that presented by pending claim 1 because those 3 parties facilitate consummation of a transaction – a purchase at Macy's with Bank of America's credit card, an account holder, and Macy's - (please note that although the claimed information include: a bid price, and an ask price (different prices), they merely are different information that do not change the claimed method for facilitating transaction in a wide-area-network); with that opinion, the previous grounds of rejections are maintained.

In page 8 of the Response, the applicant argues that there is a lack of suggestion in references to combine, and hindsight reconstruction of the prior art, the examiner respectfully submits that he is persuaded that the differences in material between the subject matter claimed and prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art. It is, of course, not necessary that cited prior art actually suggest, expressly or in so many words, the changes or possible improvements appellant has made. All that is

required to show obviousness is that the applicants make their claimed invention merely by applying knowledge clearly present in the prior art. Section 103 requires us to presume full knowledge by the inventor of the prior art inn the field of his endeavor.

*In re Conrad*, 169 USPQ 170 (CCPA 1971), it says:

The test for obviousness under 35 U.S.C. 103 is not the express suggestion of the claimed invention in any or all of the references but what the references taken collectively would suggest.

The previous Official Notices are used on non-inventive concept, for old and well-known claimed features. Applicants do not traverse the examiner's assertion of those official notices, the examiner respectfully submits that those common knowledge and well known in the art are taken to be admitted prior art.

### **Rejections - 35 USC § 103**

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office Action:

*(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.*

**4. Claims 1, 6, and 21-22, 25-26 are rejected under 35 U.S.C. § 103(a) as obvious over Walker et al. (US Pat. 6,249,772), in view of Jeffrey Krauss (CED's "Subsidized TV sets?").**

**A. Re. To claim 1:** Claim 1 is directed to a method for facilitating transactions on a network; Walker et al. obviously teach that claimed idea (see Fig.1, Fig.2, col.1 lines 10-15, and col. 4 lines 31 to col. 5 line 33). It is obvious that Walker's central controller 110

performing a claimed function of “enabling/transmitting an acceptance” via Internet’s communication.

Walker et al. teach a method for facilitating transactions in a WAN, comprising:

- providing information relating to a transaction between a 1<sup>st</sup> party (a user 102) and a 2<sup>nd</sup> party (a seller: a retail store - fig.8A ref. S8-11) to a 3<sup>rd</sup> party (a controller) via the WAN/Internet (see Walker et al., Fig.1, ref. 100 – the connected blocks of this figure indicate above claimed structural relationships for communications/actions); and
- Walker et al. teach that info. is a bid price (for 1<sup>st</sup> party:buyer), and an ask price (for 2<sup>nd</sup> party: seller)(see Walker et al., Figs. 8A-8B, ref. S8-18).
- Walker et al. do not expressly disclose about enabling the 3<sup>rd</sup> party (a broker) to facilitate consummation of the transaction between the 1<sup>st</sup> party (said buyer), and 2<sup>nd</sup> party (a seller).

However, Krauss teaches that idea in an application of subsidizing from a cell-phone company to a buyer/buying transaction; in other words, it is analogous to paying a market price difference (see Krauss, page 1 of 3, paragraphs 3-4; “when you sign up for a year’s worth of service, the cellular phone company sends a check for \$200 to Circuit City” – 1<sup>st</sup> party: a phone service buyer, 2<sup>nd</sup> party: Circuit City, and 3<sup>rd</sup> party: a phone company)

It would have been obvious to one with ordinary skill in the art to implement Walker et al.’s teachings with Krauss’s idea because this kind of subsidy a transaction is similarly applicable to this pending invention (i.e., a 3<sup>rd</sup> party pays an amount of money to cover a cost difference). The service of buying/selling stocks online has also been

recognized by skilled artisan as an easy and quick source for facilitating matters of financial transaction. Walker et al.'s teachings would provide a common ground for transactions where a price difference would be covered amongst involved parties as shown in Krauss's application.

B. Re. to claim 25: It is directed to a computer product for facilitating transactions in a WAN/Internet, comprising computer instructions perform steps describing in claim 1 (see Walker et al., Fig.1, ref. 100; wherein a computer product would be needed to facilitating transactions in a WAN environment; therefore, it would be obvious to one of ordinary skill in the art to combine Walker Jr. et al. and Krauss's teachings in an Internet environment to facilitating above transactions by automation a well-known manual process – i.e., programming to put those old interactive steps in a floppy disk; rationales and references applied for a 35 USC 103(a) rejection would be similar for both claims 1 and 25.

C. Re. To claim 26: The rationales and references for rejection of claim 1 are incorporated.

Walker Jr. et al. teach communication amongst involved parties: 1<sup>st</sup> party: a buyer/bidder, (see Walker Jr. et al., Fig.1, ref. 102), 2<sup>nd</sup> party: a selected store (see Walker Jr. et al., Fig.8B, ref. S8-16), and 3<sup>rd</sup> party: a central controller (see Walker Jr. et al., Fig.1, ref. 110); their Internet communications would cover transmitting, receiving, and specifically sending a response covering a difference between the bid and the ask prices for a service/product in a WAN/Internet environment.

Walker Jr. et al. teach a step of "transmitting data/acceptance response" by Internet; wherein the content of said data may including notifying to related parties (e.g., a

response); in this case, that is a notification to a seller (see Walker Jr. et al., Fig. 1 about 2-way communications among involved parties in a specific transaction).

Walker, Jr. et al. do not expressly disclose about enabling the 3<sup>rd</sup> party to cover an amount different between buy/bid and sell/ask prices.

However, Krauss already teaches that idea (see Krauss, page 1 of 3, paragraphs 3-4; “when you sign up for a year’s worth of service, the cellular phone company sends a check for \$200 to Circuit City” – 1<sup>st</sup> party: a phone service buyer, 2<sup>nd</sup> party: Circuit City, and 3<sup>rd</sup> party: a phone company).

It would have been obvious to one with ordinary skill in the art to make an implementation of Walker et al.’s teachings with Krauss’s idea as above because this kind of subsidy a transaction is similarly applicable to this pending invention (i.e., paying an amount of money to cover a difference from a third party). The service of buying/selling stocks online has also been recognized by skilled artisan as an easy and quick source for facilitating matters of financial transaction. Walker et al.’s teachings would provide a common ground for transactions with a price difference would be covered amongst involved parties as shown in Krauss’s application.

D. Re. claim 6: The rationales and references for rejection of claim 1 are incorporated.

Walker Jr. et al. teach about a third party is involved in a transaction (i.e., a controller/a middle-man, see Walker Jr., Fig. 1, ref. 110), and transmitting an acceptance/response (or notification) to the 1<sup>st</sup> party (see Walker Jr., Fig. 1, ref. 102): this figure shows a communication about a financial transaction between 1<sup>st</sup> and 2<sup>nd</sup> parties). Please note that it would be obvious for one of ordinary skill in the art at the time of the invention to notify/communicate many different things – including “communicate an

acceptance" (these "different things" are non-functional descriptive materials – they do not contribute to a distinguished function to said claimed method against prior art).

It would have been obvious to one with ordinary skill in the art to combine Walker et al. and Krauss's teachings to notify a party about an acceptance via Internet/WAN because using Internet for financial transaction (e.g., to buy/sell stocks) has been recognized by skilled artisan as an easy and quick source for facilitating matters of financial transaction including sending a message of acceptance/notification.

E. Re. claim 21: The examiner submits that above rationale for rejections of claim 1 are applied herein since claimed limitation is a repetition of claim 1.

The examiner submits that it is obvious to make a repetition step (from the teaching of Walker, Jr. et al., Fig. 1), and Krauss to cover a different between buy/bid and sell/ask prices: having a 3<sup>rd</sup> party, and a 4<sup>th</sup> party wherein said 4<sup>th</sup> party would perform the same function as said 3<sup>rd</sup> party "A BROKER" (i.e., enabling a 4<sup>th</sup> party: to facilitate consummation of a transaction between a 1<sup>st</sup> party (a buyer), and a 2<sup>nd</sup> party/a seller in conjunction with a 3<sup>rd</sup> party (another middle-man)) – an exemplary situation where a buyer, Macy's, a shoe provider, and a bank are all involved in a pair of shoe transaction where a shoe provider gives credit to buyer/Macy's for selling a particular pair of shoe, and a bank facilitates said transaction.

One with ordinary skill in the art would appreciate the combinations of Walker Jr. et al., and Krauss that teach a transaction process fast, efficient, and economic solutions involving the use of a 3<sup>rd</sup> party, and/or a 4<sup>th</sup> party performing similar functions in a transaction process. It would have been obvious that a 3<sup>rd</sup> party, and a 4<sup>th</sup> party are implemented each other in doing similar tasks (e.g., a patent examiner A, and a patent

examiner B; they work in next-door offices that sometimes they help each other for patent prosecutions using US Patent Laws, and their examining experiences – wherein 1<sup>st</sup> party can be a patent applicant, 2<sup>nd</sup> party is USPTO, 3<sup>rd</sup> and 4<sup>th</sup> parties are examiners, and “facilitating a consummation” here is not necessary about a cost; examiners can put extra time and efforts to expedite an application in order to reduce a prosecution time, and costs).

F. Re. claim 22: The rationales and references for rejection of claim 21 are incorporated.

Walker Jr. et al., and Krauss do not expressly disclose about enabling a 4<sup>th</sup> party to facilitate consummation of the transaction comprises enabling the 4<sup>th</sup> party to cover a remainder portion of the 1<sup>st</sup> difference.

However, the examiner respectfully submits that multiple parties would handle similar subsidizing transaction as Krauss's suggested (e.g., a cell-phone buyer, a Circuit City store, an Sprint telecommunication company, and Nokia company who makes that cell-phone; or above example about prosecuting a patent application – the idea is merely “cover a difference” – cost/time).

It would have been obvious for one with ordinary skill in the art to combine Walker Jr. et al. with Krauss that teach a transaction process with fast, efficient, and economic solutions involving the use of a 3<sup>rd</sup> party, and/or a 4<sup>th</sup> party performing similar functions for subsidizing in a transaction process repetitively. It would be obvious that a 3<sup>rd</sup> party, and a 4<sup>th</sup> party are implemented each other since they performs similar functions such as different securities and may cover a price difference according to their specific strategies in trading since Walker Jr. et al., and Krauss 's structure able to perform that ability (e.g., it is analogous with an old situation that a patent examiner A, and a patent

examiner B work in next-door offices that helping each other for patent prosecutions to facilitating consummations (e.g., putting extra time to reducing prosecuting cost) for an expedite procedure – a transaction between a patent applicant and USPTO).

**5. Claim 23 is rejected under 35 U.S.C. § 103(a) as obvious over Walker et al. (US Pat. 6,249,772), in view of Jeffrey Krauss (CED’s “Subsidized TV sets?”), and further in view of Tull et al. (US Pat. 5,946,667).**

The rationales and references for rejection of claim 1 are incorporated.

Walker et al., and Krauss do not disclose that “information includes an identifier identifying the transaction as relating to a product which is part of a mutually exclusive bid group defined by one of the first and second parties”.

However, Tull et al. teach about distinct bids, see Tull Jr. et al. Fig. 7 and col. 9 lines 41-50 “...each stock of each OPALS being administered by the data processing system must be uniquely identified to enable such interaction...” (e.g. please note that “as relating to a product which is part of a mutually exclusive bid group defined by one of the first and second parties” is merely an explanation for “identifying transactions”).

It would have been obvious for one with ordinary skill in the art to combine Walker Jr. et al. with Krauss, and Tull, Jr. that teach “information includes an identifier identifying the transaction as relating to a product which is part of a mutually exclusive bid group defined by one of the first and second parties” for further classification of bid groups; the motivation is merely using this claimed application in a field of transaction bidding – that is merely a different intent of use for an analogous idea.

**6. Claim 24 is rejected under 35 U.S.C. § 103(a) as obvious over Walker, Jr. et al. (US Pat. 5,946,667), in view of Krauss (Dialog file 148 – 10173675), Tull et al.(US Pat. 5,946,667), and further in view of Wilton et al., (US Pat. 6,519,574).**

The rationales and references for rejection of claim 23 are incorporated.

Walker Jr., Tull et al., and Krauss do not expressly disclose about “enabling the 3<sup>rd</sup> party to specify a business rule for automatically responding to system bids via the WAN, said business rule relating to the identifier”.

However, Wilton et al. teach about that claimed limitation (see Wilton et al., col. 7 lines 55-65, for a business rule of “automatically responding to bids via Internet” – note that according to Walker Jr, et al. col. 9 lines 59-63 - a rule/code is dependent on an identifier, i.e., in a table for AN INPUT INDICES “E. The exchange code identifier”).

It would have been obvious to one with ordinary skill in the art to combine Walker et al., Krauss, Tull et al., and Wilton et al. for automatically responding a bid in Internet because this is merely an analogous step of using Internet to automatically responding based on a predetermined rule – e.g., an automatic e-mail response - which has been recognized by skilled artisans as good customer relations for any required prompt acknowledgement.

**7. Re. claims 13-15, and 18-20: They are rejected under 35 U.S.C. § 103 as being unpatentable over Walker et al. (US Pat. 6,249,772), in view of Jeffrey Krauss (CED’s “Subsidized TV sets?”), and further in view of the Official Notice.**

The rationales and references for rejection of claim 1 are incorporated.

A. Re. to claim 13: Walker Jr. and Krauss do not expressly disclose of enabling the 3<sup>rd</sup> party to specify a business rule for automatically responding to system bids.

However, the Official Notice is taken here that a step of automatically response for an inquiry is old & well known for a web site coupled to other sites on the Internet (e.g., a telephone's automatic notification feature) – that has been a business rule for good customer services. This function of “specify a business rule for automatically responding to purchases/bids” would be used by a broker utilizing Internet. Please note that “a business rule” as broadly claimed here do not specifically define further about a “particular” rule. Therefore, a general rule in a transaction is sufficient (e.g., must pay for purchase with a MasterCard).

It would have been obvious for one with ordinary skill in the art at the time of invention to appreciate the combination of Walker Jr., Krauss and the Official Notice taken above that teach an automatically response for any inquiry because those are good customer services with timely responses.

B. Re. To claim 14: The examiner submits that this claimed limitation is an analogous action of claim 13 (for a broad and reasonable interpretation, please note that claimed limitation would be equivalent to “providing/specifying a rule” and that “providing/specifying” function (about rules) is old and well-known with Internet applications); Walker, Jr. also teach that function (see Walker Jr., that rule is about a buyer’s qualification).

C. Re. claim 15: The rationales and references for rejection of claim 14 are incorporated.

Walker Jr. et al. further teach a product identifier and whether that is available (an item number – see Walker Jr. et al. Fig. 7 ref. 406). It meets a limitation of “a criterion includes a product identifier”.

D. Re. To Claim 18: The rationales and references for rejection of claim 13 are incorporated.

Walker Jr. et al. and Krauss do not expressly disclose that their system comprise a business rule with reference to a business rule of 2<sup>nd</sup> party.

However, the Official Notice is taken here that this claimed limitation is old and well known; an example for a business rule of a Website is first-come first-serve, and that is also a business rule of an airline when buying an available seat on flight. This broad limitation has been used in many Internet businesses (please note that Walker Jr. et al. teach a right format for CREDIT CARD NUMBER (see Walker Jr. et al., Fig. 7, ref. R1 R2 R3)).

It would be obvious for one with ordinary skill in the art to combine Walker Jr. et al., Krauss, and the above Official Notice, because it provides an index for retrieving related data using related business rules that effecting both buyers and providers on the Internet.

E. Re. claims 19-20: Walker Jr. et al. obviously teach about waiting a period before making a decision.

The Official Notice is taken here that Tull et al. divesting stocks: "market timing" (i.e., waiting a period before implementing a business rule) (see Tull Jr. et al., col. 1 lines 35-39).

It would be obvious for one with ordinary skill in the art at the time of invention to combine Walker Jr. et al., Krauss, and the Official Notice, because it provides a standardized business rule to follow (i.e., waiting a time period before execution anything)

in trading on the Internet; furthermore this implementation of “waiting a period” is recognized with artisans as fundamental in trading on the Internet.

**8. Claims 16-17 are rejected under 35 U.S.C. § 103 as being unpatentable over Walker et al. (US Pat. 6,249,772), in view of Jeffrey Krauss (CED’s “Subsidized TV sets?”), in view of Walker et al. (US Pat. 5,797,127), and further in view of the Official Notice.**

**A. Re to claim 16:** The rationales and references for rejection of claim 13 are incorporated.

Walker Jr., and Krauss do not expressly disclose a claimed limitation of: providing a response option via Internet (note that “the at least one business rule corresponding to a subset of the response options specified by the third party” this phrase is a non-functional descriptive material, it does not contribute to a real function that effect steps of above claimed method).

However, Walker et al. teach about providing a response option via Internet - (please note that providing a response or not is itself a business rule option).

It would be obvious to one with ordinary skill in the art at the time of invention to combine Walker Jr. et al., Krauss, the above Official Notice, and Walker et al. to optionally distribute/receive info. among involved parties within an Internet environment because providing/selecting “option” on a Web page was used by Walker et al. for customer’s selection.

**B. Re. claim 17: The rationales and references for rejection of claim 16 are incorporated.**

Walker et al. obviously teach that response options includes communicate an acceptance and a counter-offer.

Walker et al. teach of including computer radio “buttons”, for “activation” or “counter-offer” or “response” can be seen in a website implemented by US Pat. 5,797,127, <http://www.priceline.com> (please note that in computer GUI, using buttons on screen is well-known for a user-friendly purpose, and have been applying in many Internet websites).

One with ordinary skill in the art would combine Walker Jr. et al., Krauss, the Official Notice, and Walker et al. to distribute info. (including a counter-offer amount) between involved parties within an Internet environment with user-friendly buttons, because the use of Internet has been recognized by skilled artisan as an easy and quick source for solving matters of financial transaction. It would give transaction process fast, efficient, and economic solutions.

**9. Claims 7-10 are rejected under 35 U.S.C. § 103 as being unpatentable over Walker et al. (US Pat. 6,249,772), in view of Jeffrey Krauss (CED’s “Subsidized TV sets?”), and further in view of Walker et al. (US Pat. 5,797,127).**

**A. Re. To claim 7:**

The rationales and references for rejection of claim 1 are incorporated. Walker Jr. et al., and Krauss do not expressly disclose about transmitting a web page to the 3<sup>rd</sup> party, an entry in the web page corresponding to the transaction between the 1<sup>st</sup> (said buyer), and 2<sup>nd</sup> parties (said airline).

However, Walker et al. teach a step of “transmitting data” by Internet; wherein the content of said data may including entries in a web page (this is an old and well-known form of interactive interfacing e.g., Walker et al. implement their website from US Pat. 5,797,127 to practice by specifying <http://www.priceline.com/> as a website to surf; and

there are many entries on that web page that must be filled in – please note that transmitting action is a function in the claimed method, it would be obvious to one with ordinary skill in the art to know that function would be for transmitting data of a web page to different places.

B. Re. claim 8: The rationales and references for rejection of claim 7 are incorporated.

Walker Jr. et al., and Krauss do not disclose about providing an active object in the web page associated with an entry.

However, Walker et al., teach about enabling a 3<sup>rd</sup> party to facilitate consummation of a transaction that Walker et al. teach about providing an active object in the web page associated with the entry (e.g., from <http://www.priceline.com/>, information to buy a flight ticket is filled-in; a ticket is a variable object to “interactive” search in a web page).

It would be obvious to one with ordinary skill in the art to combine Walker Jr. et al., Krauss, and Walker et al. to providing an active object in the web page associated with the entry because artisan would recognize that this is a visible way of presentation for retrieving data via “active” objects – please remember that an object here can be a text/data or an icon/image.

C. Re. claim 9: The rationales and references for rejection of claim 8 are incorporated.

Walker Jr. et al., and Krauss do not disclose about an acceptance button in a website for use.

However, the examiner submits that a limitation about an acceptance button in a website for use is a non-functional descriptive material; that limitation further contains an intend of use “in a website” of an activation button (e.g., Walker et al. implement ideas

in US Pat. 5,797,127) in their website <http://www.priceline.com/> have user-friendly “buttons” on that website to activate what entered).

**D. Re. claim 10: It is rejected under 35 U.S.C. § 103 as being unpatentable over Walker et al. (US Pat. 6,249,772), in view of Jeffrey Krauss (CED’s “Subsidized TV sets?”), and further in view of Walker et al. (US Pat. 5,797,127).**

The rationales and references for rejection of claim 8 are incorporated.

The examiner submits that Walker et al. obviously perform these following actions: activating of the counter-offer button resulting in transmission of a counter-offer (please note that in computer GUI, using buttons on a monitor screen has been known as a user-friendly act, and this has been used in many Internet websites - furthermore, just “a response” for a price can be a counter-offer).

The examiner submits that above rationale for rejections of claim 9 are applied herein since claimed limitation is an analogous step of claim 9 whether the claimed button is for “counter-offer” or for “acceptance” because these are merely values (for counter-offers) or “YES”/”NO” (for “acceptance”), they don’t contribute to functioning of a “transmitting step” – in another word, these specific buttons are doing same functions: “transmitting specific data” which is merely a response.

**10. Claim 4 is rejected under 35 U.S.C. § 103 as being unpatentable over Walker et al. (US Pat. 6,249,772), in view of Jeffrey Krauss (CED’s “Subsidized TV sets?”), and further in view of Conklin et al., (US Pat. 6,338,050).**

Since it is a direct dependent of claim 1; the rationales and references for rejection of claim 1 are incorporated.

Walker Jr. et al. teach about notifying a 2<sup>nd</sup> party via the Internet/WAN (please note that it would be obvious with different “notifying” contents – because sending a notice to 2<sup>nd</sup> party is merely an old and well-known interactive communication step, which is practiced by Walker, Jr.).

The examiner respectfully submits that a step of “notifying” by computer networks is obvious in an interactive environment such as “sending a response” because a “notice” content may be vary (e.g., a counter-offer, or a response: they are both non-functional descriptive materials here); because an “automatically response” is already covered in Walker, Jr. ‘s patent as set forth; it is obvious with this claim subject matter of “notifying”.

Walker Jr. et al. do not expressly disclose a counter-offer in a stock-bidding environment (this is merely a limitation of notifying a different price to serve a purpose: to WIN a contest).

However, in the same field of endeavor Conklin et al. disclose that an old and well-known act such as “counter-offer” have been widely used in a stock bidding environment (see Conklin et al., the abstract; please remember that a counter-offer from another party is merely a bidding action wherein a party just changes a submitted price for its advantage).

It would have been obvious for one with ordinary skill in the art to combine Walker Jr. et al., Krauss, and Conklin et al. to communicate more information (e.g., a counter-offer) between involved parties in the Internet because the use of “counter-offer” on Internet has been recognized by skilled artisan an old and well-known resource for solving matters of financial trading, such as in Walker Jr. ‘s biddings, that bidding is made

in Internet to automation a well-known process; the motivation is to make it popular, and giving more conveniences to involved parties.

**11. Claims 11-12 are rejected under 35 U.S.C. § 103 as being unpatentable over Walker et al. (US Pat. 6,249,772), in view of Jeffrey Krauss (CED's "Subsidized TV sets?"), further in view of Wilton et al., (US Pat. 6,519,574).**

A. Re. To claim 11: Since claim 11 is directly dependent on claim 1, the rationales and references for rejection of claim 1 are incorporated.

Walker Jr. et al., and Krauss do not disclose that there are different trading parties, and filtering bids according to a criterion specified by the 3<sup>rd</sup> party.

However, in the same field of endeavor Wilton et al. disclose about different trading parties with 2<sup>nd</sup> bid price and 2<sup>nd</sup> ask price as a background environment about trading, see Wilton et al. col. 1 lines 41-23 "a first trading entity, trading entity S1, enters an offer which matches a bid entered by a second trading entity, trading entity S2,";

Wilton et al., also perform filtering bids according to a criterion specified by the 3<sup>rd</sup> party, and use that for comparison about a difference for a bid and an ask price (see Wilton et al., col. 9 line 66 to col. 10 line 55 " ...With reference to FIGS. 11A and 11B, the arbitrage opportunity identification process will now be described in greater detail. This process, which may be automatically performed by computer 101 or trader terminals S1-S4, includes the following steps: 1101: Based on stored credit parameter information, the computer 101 or trader terminal (e.g., any of S1-S4) identifies the best bid price available to a trading entity. 1102: Similarly, using the stored credit parameter information, the computer 101 or trader terminal identifies the best offer price available to that trading entity. 1103: Using the auto-arbitrage "minimum spread" parameter entered

by the trading entity (see FIG. 8), the computer 101 or trader terminal compares the minimum spread value with the spread between the identified offer and bid prices. 1104: If the spread between the best offer and bid prices is greater than or equal to the minimum spread value entered by the trading entity, the computer 101 or trader terminal then compares the "minimum amount" value entered by the trading entity with the total amount of all identified arbitrage transactions. If only the best bid and offer have been identified, the total amount is the lesser of the available amounts of the best bid and offer. For example, if the bid is for 3 million but the offer is only for 2 million, the computer 101 or trader terminal will compare the minimum amount value with 2 million (the amount that can be bought and sold). If the best bid and offer and the next-best bid and offer have been identified (as described below in step 1107), the total amount is determined by adding the available amount of each transaction. The computer 101 will determine the optimum amount available by automatically identifying the best possible combination(s) of arbitrage transactions available to the trading entity. 1105: If the total amount that can be traded is greater than or equal to the minimum amount parameter, the computer 101 either (1) initiates the locking procedure described above with reference to FIGS. 7 and 10 whereby both transactions are locked to prevent risk to the trading entity or (2) generates an alert message (see FIG. 9) which is transmitted to the trading entity. If the trader terminal identifies the arbitrage opportunity, the trader terminal either (1) automatically sends an "execute" command to computer 101 or (2) generates an alert signal which is displayed to the trading entity (see FIG. 9). 1106: If the spread available is less than the minimum spread value entered by the trading entity, no arbitrage opportunity exists. 1107: If the amount available is less than the minimum amount value entered by the trading entity, the

computer 101 identifies the next best transaction available to the trading entity and performs the minimum spread and minimum amount analysis again to try to build up the total amount of the transaction to satisfy the minimum amount parameter", and Wilton et al. col. 12 lines 5-17, "...An example of the name switch option determination will now be provided. It is assumed that a transaction is desired between trading entities S2 and S4. However, there is insufficient bilateral credit between S2 and S4 to enable execution of the transaction. Therefore, computer 101 searches for a trading entity such as S3 which has entered a "yes" in its name switch category for both S2 and S4 (see FIG. 14C). The computer 101 then compares the bid-offer spread of the transaction between S2 and S4 with the maximum of the minimum spread set by S3 for trading entities S2 and S4. As shown in FIG. 14C, S3 has entered a 0.01 minimum spread for S2 and a 0.02 minimum spread for S4. Therefore, the computer 101 selects the maximum of these spreads, or 0.02...".

It would have been obvious for one of ordinary skill in the art to combine Walker Jr. et al., Krauss, and Wilton et al. to teach that there are involvement of different trading parties, and filtering bids according to a criterion (e.g., "a spread") specified by the 3<sup>rd</sup> party for a level of control generating from a broker because this is an organized practice so all involved parties can monitor related transactions easily.

B. As to claim 12: Claim 12 mentions about a second bid price and a second ask price, these are merely repetitive actions of a method of trading; and they would be performed with a do-loop step (in computer-programming structures). It would be recognized from artisans about this claimed subject matter for convenience and control-ability from a broker.

***Conclusion***

12. Claims 1, 4, and 6-26 are not patentable. The submitted amendment is unpersuasive; accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

13. Any inquiry concerning this communication or earlier communications from the examiner should be directed to CUONG H. NGUYEN whose telephone number is 571-272-6759. The examiner can normally be reached on 7:00 am - 3:30 pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, THOMAS G. BLACK can be reached on 571-272-6956. The Rightfax number for the organization where this application is assigned is 571-273-6759.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Please provide support, with page and line numbers, for any amended or new claim in an effort to help advance prosecution; otherwise any new claim language that is introduced in an amended or new claim may be considered as new matter, especially if the Application is a Jumbo Application.

  
CUONG H. NGUYEN  
Primary Examiner  
Art Unit 3661